

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | | |
|---|--|----------|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
| NATURE OF CONVEYANCE: | Joinder and First Amendment | | | |
| CONVEYING PARTY DATA | | | | |
| | Name | Formerly | Execution Date | Entity Type |
| | KENTON GROUP.COM, LLC | | 10/25/2013 | LIMITED LIABILITY COMPANY: FLORIDA |
| | BUTLER AMERICA, INC. | | 10/25/2013 | CORPORATION: CALIFORNIA |
| | BUTLER AMERICA TCS, INC. | | 10/25/2013 | CORPORATION: CALIFORNIA |
| | BUTLER AMERICA STAFFING, LLC | | 10/25/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | | |
| Name: | THE PRIVATEBANK AND TRUST COMPANY | | | |
| Street Address: | 120 South LaSalle Street | | | |
| City: | Chicago | | | |
| State/Country: | ILLINOIS | | | |
| Postal Code: | 60603 | | | |
| Entity Type: | Bank: UNITED STATES | | | |
| PROPERTY NUMBERS Total: 1 | | | | |
| | Property Type | Number | Word Mark | |
| | Registration Number: | 3172217 | COMPETITIVE BROADBAND EDGE | |
| CORRESPONDENCE DATA | | | | |
| Fax Number: | 8004947512 | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | | |
| Phone: | 2023704761 | | | |
| Email: | tfahey@nationalcorp.com | | | |
| Correspondent Name: | Thomas Fahey | | | |
| Address Line 1: | 1025 Vermont Avenue NW, Suite 1130 | | | |
| Address Line 2: | National Corporate Research, Ltd. | | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | | |
| ATTORNEY DOCKET NUMBER: | F147350 | | | |

OP \$40.00 3172217

| | |
|---|---------------------|
| NAME OF SUBMITTER: | Matthew R. Pierce |
| Signature: | /Matthew R. Pierce/ |
| Date: | 11/22/2013 |
| Total Attachments: 6 source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page3.tif source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page4.tif source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page5.tif source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page6.tif source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page7.tif source=Kenton Group.com, LLC et al_The Privatebank and Trust Company - IP Trademark Filing#page8.tif | |

**JOINDER AND FIRST AMENDMENT TO SECOND AMENDED AND RESTATED
PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT**

This Joinder and First Amendment to Second Amended and Restated Patent, Trademark, and Copyright Security Agreement (this "Joinder") is made effective as of this October 25, 2013, by and among:

KENTON GROUP.COM, LLC, a Florida limited liability company (the "New Grantor"); and

BUTLER AMERICA, INC., BUTLER AMERICA TCS, INC. and BUTLER AMERICA STAFFING, LLC (individually, an "Existing Grantor," and collectively, the "Existing Grantors," and together with the New Grantor, individually, a "Grantor," and collectively, the "Grantors"); and

THE PRIVATEBANK AND TRUST COMPANY (the "Agent"), as administrative agent pursuant to the Guaranty and Collateral Agreement and the Credit Agreement referred to below,

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

A. Reference is made to (i) that certain Second Amended and Restated Guaranty and Collateral Agreement dated as of August 10, 2012 (as amended, restated, supplemented or modified from time to time, the "Guaranty and Collateral Agreement"), among the Agent and the Existing Grantors, to which the New Grantor joined as a Grantor pursuant to that certain Joinder to Second Amended and Restated Guaranty and Collateral Agreement dated as of September 25, 2013 (the "Guaranty Joinder"), by the New Grantor in favor of the Agent, and (ii) that certain Second Amended and Restated Credit Agreement dated as of August 10, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), between, among others, the Existing Grantors, the Agent and the Lenders party thereto.

B. Reference is further made to that certain Second Amended and Restated Patent, Trademark, and Copyright Security Agreement (as amended, restated, supplemented or modified from time to time, the "IP Security Agreement") by and among the Existing Grantors and the Agent. All capitalized terms used herein, and not otherwise defined herein, shall have the meanings assigned to such terms in the Credit Agreement, the Guaranty and Collateral Agreement, or the IP Security Agreement, as applicable.

C. The New Grantor desires to become a party to, and bound by the terms of, the IP Security Agreement in the same capacity and to the same extent as the Existing Grantors thereunder.

D. In connection with such joinder, the Grantors desire to amend certain provisions of the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Joinder and Assumption of Obligations. Effective as of the date of this Joinder, the New Grantor hereby acknowledges that the New Grantor has received and reviewed a copy of the IP Security Agreement, and hereby:
 - a. joins in the execution of, and becomes a party to, the IP Security Agreement as a Grantor, as indicated by its signature below;
 - b. covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of a Grantor under the IP Security Agreement, with the same force and effect as if the New Grantor was a signatory to the IP Security Agreement and was expressly named as a Grantor therein;
 - c. assumes and agrees to perform all applicable duties and Obligations of a Grantor under the IP Security Agreement.

2. Grant of Security Interest.
 - a. Subject to the terms and conditions of the Guaranty and Collateral Agreement (as supplemented by the Guaranty Joinder), to evidence further the security granted by the New Grantor to Agent pursuant to the Guaranty and Collateral Agreement (as supplemented by the Guaranty Joinder), the New Grantor hereby irrevocably pledges and assigns to, and grants to, Agent a security interest with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations, including, without limitation, the New Grantor's right, title and interest in and to such Copyrights, Patents and Trademarks and proprietary rights identified on Schedule 1 attached hereto and made a part hereof. As set forth in the Credit Agreement, the security interest is coupled with a security interest in substantially all of the personal property of the New Grantor.
 - b. The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guaranty and Collateral Agreement (as supplemented by the Guaranty Joinder). In the event that any of the provisions of this Joinder are in conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

3. Amendment to IP Security Agreement. The IP Security Agreement is hereby amended by supplementing (but not restating) Exhibit A, Exhibit B and Exhibit C thereof in the form of Schedule 1 hereto. From and after the date hereof, Exhibit A, Exhibit B and Exhibit C to the IP Security Agreement shall be deemed to include the New Grantor's United States registrations and applications for registration for the Copyrights, Patents and Trademarks identified on Schedule 1 hereto.

4. Representations and Warranties. The New Grantor hereby makes all representations, warranties and other statements of a Grantor under the IP Security Agreement, in each case, with the same force and effect as if such New Grantor was a signatory to the IP Security Agreement and was expressly named as a Grantor therein.
5. Ratification of IP Security Agreement. Except as specifically amended by this Joinder, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect as in effect prior to the date hereof, without releasing any Grantor thereunder or Collateral therefor.
6. Conditions Precedent to Effectiveness. This Joinder shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of the Agent:
 - a. This Joinder shall have been duly executed and delivered by the respective parties hereto, and shall be in full force and effect and shall be in form and substance reasonably satisfactory to the Agent.
 - b. All action on the part of the New Grantor and the other Grantors necessary for the valid execution, delivery and performance by the Grantors of this Joinder shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.
 - c. The Grantors shall have executed and delivered to the Agent such additional documents, instruments, and agreements as the Agent may reasonably request.
7. Miscellaneous.
 - a. This Joinder may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
 - b. The Loan Parties shall pay or reimburse the Agent for all of the expenses incurred by the Agent in connection with the preparation and negotiation of this Joinder and related documents (including the fees and expenses of counsel to the Agent).
 - c. The IP Security Agreement, as supplemented by this Joinder, expresses the entire understanding of the parties with respect to the transactions contemplated hereby and constitutes one entire agreement. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
 - d. Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.
 - e. THIS JOINDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PRINCIPLES THEREOF.

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

NEW GRANTOR:

KENTON GROUP.COM, LLC

By: Robert Olson
Name: Robert Olson
Title: CFO

EXISTING GRANTORS:

BUTLER AMERICA, INC.

By: Robert Olson
Name: Robert Olson
Title: CFO

BUTLER AMERICA TCS, INC.

By: Robert Olson
Name: Robert Olson
Title: CFO

BUTLER AMERICA STAFFING, LLC

By: Robert Olson
Name: Robert Olson
Title: CFO

AGENT:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 

Name: Andre Nel

Title: Managing Director

Signature Page to Joinder and First Amendment to Second Amended and Restated Patent,
Trademark, and Copyright Security Agreement

TRADEMARK
REEL: 005159 FRAME: 0736

**Schedule 1 to Joinder and First Amendment to Second Amended and Restated Patent,
Trademark, and Copyright Security Agreement**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

| Country | Trademark | Reg. Date | Reg. No | Record Owner | Status |
|---------|----------------------------|------------|---------|--------------------------|------------|
| U.S. | COMPETITIVE BROADBAND EDGE | 3-MAR-2009 | 3172217 | KENTON GROUP.COM, LLC | Registered |

1615679.2

Schedule 1 to Joinder and First Amendment to Second Amended and Restated Patent,
Trademark, and Copyright Security Agreement